

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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San Francisco

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SCOPE OF WORK PROVISION

FOR

CEMENT MASON

Building Construction

IN

SAN DIEGO COUNTY

AGC MASTER LABOR AGREEMENT
FOR BUILDING CONSTRUCTION

ASSOCIATED GENERAL CONTRACTORS
OF AMERICA
SAN DIEGO CHAPTER, INC.

AND

OPERATIVE PLASTERERS' & CEMENT MASONS'
INTERNATIONAL ASSOCIATION
LOCAL NO. 500 / AREA 744

SECTION 1

PARTIES TO AGREEMENT

A. This Agreement is entered into this 29th day of June, 1997 by and between signatory members of Associated General Contractors of America, San Diego Chapter, Inc. (hereinafter referred to as the "Employers"), and Operative Plasterers' & Cement Masons' International Association, Local No. 500 / Area 744 (hereinafter referred to as the "Union").

B. Definitions:

1. Association means Associated General Contractors of America, San Diego Chapter, Inc. The Employers and the Union recognize and agree that the Association is the administrative representative of the Employers, and the Association has no signatory status by the terms of this Agreement or otherwise.

2. Employee(s) or worker(s) means the employed person or persons performing work covered by this Agreement within the recognized work jurisdiction of the Union as defined in this Agreement.

W. E. H. J. M. E. D.
Department of Industrial Relations
MAY 19 1997
Div. of Labor Relations
Chief Clerk

SECTION 3

AREA COVERED

The area covered by this Agreement shall be San Diego County, California, and San Clemente Island, California.

SECTION 4

WORK COVERED BY THIS AGREEMENT

A. This Agreement shall apply only to construction jobsite work performed by the signatory Employer with his own forces in conjunction with the construction, alteration, modification, improvement, or repair, in whole or in part of a building, structure, or other jobsite construction work and shall not include any other jobsite construction industry work. Jobsite is defined as an area within which construction work is being performed, the boundaries for which are the same as those boundaries delineated in the specifications for the job or project which may include such references as right-of-way, parcel, subdivision map, dedicated street or lot. In the case of subdivisions or planned unit development where construction phases are stipulated by construction contracts, jobsite will mean only that area covered by phases or units currently under construction and under the Employer's control as further defined in Section 7 (A) and Section 26 of this Agreement. Repair and maintenance of equipment is specifically excluded from the coverage of this Agreement. This Agreement shall not apply to the layout and distribution of materials.

B. The provisions of Section 26 shall apply to curb, sidewalk and flatwork performed outside the building line on any project covered this Agreement.

SECTION 5

UNION RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all employees employed to perform work covered by this Agreement. The Union does not at this time, nor will it during the term of this Agreement, claim jurisdiction over the following classes of employees: executives, superintendents, assistant superintendents, master mechanics, timekeepers, messengers, or office workers.

SECTION 6
OBLIGATIONS OF EMPLOYER

A. This Agreement is binding upon the Employer regardless of whether or not it changes the name or style or address of its business, if the Employer continues to perform work covered under Section 4 of this Agreement. An Employer shall include any firm, partnership, company, or corporation or other business organization excluding developer, in which such Employer has a majority ownership interest. The Employer shall give notice in writing to the Union of any intent to change the name, style or address of its business, or to perform business under more than one name or style or at more than one address, prior to the adoption of a new or different name, style or address, or the addition of new names or styles or addresses, as specified herein.

B. The Employer shall continue to be bound by the terms of this Agreement under the new name or method of operation, including a partnership or corporation in which it has majority control or interest, until such time as it terminates the Agreement in accordance with the provisions of Section 2 of this Agreement.

SECTION 7
EXISTING AND OTHER AGREEMENTS

A. All existing labor agreements between the Employer and the Union for work covered by this Agreement are hereby canceled by mutual consent. This Agreement is a building construction agreement, covering projects of type I through V construction for work performed by the contractors own forces inside the building line.

B. This Agreement shall be deemed to have been executed when the parties signing shall have affixed their signatures hereto.

C. It is the determination of the Union, unilaterally arrived at, that the prevailing wages and fringe benefits established by this Master Labor Agreement can best be maintained by insuring uniform conditions and benefits for all the workers it represents in its work and territorial jurisdiction. To this end, the parties have agreed that in the event the Union shall negotiate different terms and conditions of employment for employees performing jobsite construction

SECTION 23
CRAFT WORKING RULES

A. The Employer shall not require, directly or indirectly, an employee covered by the terms of this Agreement to furnish a pickup or other conveyance to transport the Employer's tools, materials or equipment of any kind.

B. Foreman means a working employee appointed by the Employer giving orders to other employees. A foreman will receive \$1.00 per hour over the highest base wage paid to a journeyman under his direct supervision and on the Employer's payroll. A foreman can supervise a crew on one jobsite only. The foreman rate shall not be affected by premium pay unless the foreman is actually engaged in performing work requiring a premium rate.

SECTION 24
SUBCONTRACTORS

The contractors shall subcontract work covered by this agreement to persons, firms or corporations party to an agreement with the UNION provided that such persons, firms or corporations are competitive in terms of job bids. Should this not be the case, the employers shall be free to subcontract work covered by this agreement without regard to the signatory status of the subcontractor. The employer shall be the sole judge of a subcontractor's competitiveness. The employer agrees to utilize Cement Masons for work covered by this agreement that is not subcontracted.

SECTION 25
WAGES

Classifications and pay rates shall be those listed on Appendix "A" to this Agreement.

SECTION 26
WAGES - RESIDENTIAL, LIGHT COMMERCIAL
AND TENANT IMPROVEMENT

Wage rates on residential, light commercial, and interior tenant improvement projects shall be based upon those rates specified in Appendix C. This work shall include work inside the building line, meeting any of the following criteria: (1) a residential wood frame project of any size; (2) work classified as Type III, Type

IV or Type V construction; (3) interior tenant improvement work, regardless of the size of project; and (4) any wood frame project of four stories or less. Work performed under this Section shall be performed by employees covered by this Agreement.

SECTION 27

PUBLIC WORKS PROJECTS COVERED BY THE DAVIS-BACON ACT AND RELATED STATUTES OR THE CALIFORNIA LABOR CODE SECTION 1720 ET SEQ.

- A. A. In the event that the Employer bids and contracts for a public job or project by a federal, state, county, city or other public entity which is to be performed at a predetermined and/or prevailing wage rate established by the California Department of Industrial Relations or the Secretary of the United States Department of Labor, the predetermined or prevailing wage rate established for the project shall be adopted as the wage and fringe benefits required to be paid under this Agreement for that project only. In the event that the predetermined or prevailing rate for a project changes during the life of this project, any such change shall immediately be adopted as the wage and fringe benefits required to be paid under this Agreement.
- B. If there is an increase in fringe benefit contribution rates under this Agreement during the life of a public works project, the fringe benefit rate increase shall not apply to contractors working on predetermined or prevailing wage projects unless the fringe benefit rate increase is incorporated into the predetermined or prevailing rates established for the project.
- C. In the event of a mandated overall reduction in the Cement Mason wage & fringe rates for San Diego County, the parties agree to meet at the call of either party, to adjust the wages and fringes contained herein to comply with said mandate.

SECTION 28

HEALTH AND WELFARE

- A. The Employer shall contribute the sum listed on Appendix "B" for all hours worked by employees to the San Diego County Cement Masons' Health and Welfare Trust for hours worked beginning June 29, 1997 and continuing through the life of the Agreement. Any change in the contribution rate during the terms of this Agreement shall reduce the wage rates contained in this Agreement accordingly so that the total wage/fringe benefit cost package remains constant.
- B. The Employer adopts and agrees to become bound to the trust agreement establishing the San Diego County Cement Masons' Health and Welfare Trust.